BILL NO. S-83-08-13

SPECIAL ORDINANCE NO. S-160-83

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Huguenard/Schenkel, Inc., for Res. #5980-83 - Capital Improvements on Pointiac Street.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Huguenard/Schenkel, Inc., for Res. #5980-83 - Capital Improvements on Pontiac Street, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> construction of Capital Improvements on Pontiac Street (John to Oliver) as follows: DIVISION I: Construction of new curbs, sidewalks, wingwalks, drive approaches, miscellaneous storm sewers, and street light conduit. Also include furnishing and installing precase concrete benches and trash receptacles. DIVISION II: Landscaping and plantings, including street trees, mulches and accessory items. This project shall also be known as PONTIAC STREET RENAISSANCE, PHASE II:

the Contract price is One Hundred Twenty-Six Thousand Nine Hundred Sixteen and 25/100 Dollars ($126,916.25).

SECTION 2. Prior Approval was received from Council with respect to this Contract on July 5, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force

and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ________, the ________ day of ________, 19__, at ________ o'clock __.M., E.S.T.

DATE: 8-9-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES					
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 8-23-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) ~~(GENERAL)~~ (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. S-160-83 on the 23rd day of August, 1983.

ATTEST: (SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. Eisbart
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of August, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 26th day of August 1983, at the hour of 3:00 o'clock P.M., E.S.T.

[signature]
WIN MOSES, JR. - MAYOR

10-184-33
7/27/83

SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING ______________
RATIFICATION ______________

CONTRACT

This Agreement, made and entered into this 27 day of July, 1983

by and between ------------------ HUGUENARD/SCHENKEL, INC. ---------------------

-------------------- 2100 Goshen Road, Suite 214, Ft. Wayne, Ind. 46808------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
Improvement Resolution No. 5980-83
prove by construction of Capital Improvements on Pontiac St. (John to Oliver)
as follows:

DIVISION I: Construction of new curbs, sidewalks, wingwalks, drive approaches, miscellaneous storm sewers, and street light conduit. Also include furnishing and installing precast concrete benches and trash receptacles.

DIVISION II: Landscaping and plantings, including street trees, mulches, and accessory items.

This project shall also be known as PONTIAC STREET RENAISSANCE, PHASE II.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXXfeet withXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5980-83 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

DIVISION I:

Concrete Removal Incl. Curb	Three dollars and thirty cents per square yard	3.30
Concrete Curbface Walk (18 in.)	Three dollars and fifty cents per square foot	3.50
4" Concrete Sidewalk	One dollar and seventy-five cents per square foot	1.75
Paraplegic Ramps	Three dollars and twenty-five cents per square foot	3.25
6" Concrete	Fifteen dollars and fifty cents per square yard	15.50
8" Concrete	Eighteen dollars and no cents per square yard	18.00
4" Exposed Aggregate Concrete	Two dollars and fifty cents per square foot	2.50
6" Exposed Aggregate Concrete	Two dollars and seventy-five cents per square foot	2.75
8" Exposed Aggregate Concrete	Three dollars and five cents per square foot	3.05
Concrete Curb Type III	Nine dollars and no cents per lineal foot	9.00
6" x 6" Concrete Curb on Hooks	Five dollars and no cents per lineal foot	5.00
6" x 8" Concrete Curb on Hooks	Five dollars and fifty cents per lineal foot	5.50

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No.________ the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before______________, 19____ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said

________________, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 27

day of July, 1983

ATTEST:

William L. Schenkel Sr

Corporate Secretary

BY: William L. Schenkel Sr

ITS: Sec./Treas.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signature]

Betty R. Collins

[signature]

Its Board of Public Works and Mayor.

ATTEST:

Helen V. Gochenour

Secretary and Clerk

Fill for Sidewalks	Ten dollars and fifty cents per ton	10.50
Concrete Sealer	No dollars and twenty-eight cents per square foot	0.28
Backfill for Seeding	Six dollars and twenty-five cents per ton	6.25
Seed, Mulch, Fertilizer	One dollar and no cents per square yard	1.00
Anchor Bolts	Seven dollars and no cents per each	7.00
New Casting Type CF & I	Three hundred and fifty dollars and no cents per each	350.00
New Casting Type A F & I	Two hundred and seventy-five dollars and no cents per each	275.00
Adjust Casting to Grade	One hundred dollars and no cents per each	100.00
2" Rigid Conduit F & I	Three dollars and fifty cents per lineal foot	3.50
Basement Wall Closure	Twenty-five dollars and no cents per square foot	25.00
Adjust Basement Access Door to Grade	Five hundred and fifty dollars and no cents per each	550.00
Step Riser	One hundred and thirty dollars and no cents per each	130.00
Precast Concrete Benches F & I	Four hundred and seventy-five dollars and no cents per each	475.00
Precast Concrete Trash Receptacles F & I	Four hundred and fifty dollars and no cents per each	450.00
Tree Removal 6"	One hundred and eighty dollars and no cents per each	180.00
Total Division I Bid	One hundred and eleven thousand, two hundred and thirty-five dollars and no cents	$111,235.00

DIVISION II: Landscaping

Acer Platanoides "Summershade" 3" including all labor, materials, and shredded bark mulch	Two hundred and fifty dollars and no cents per each	250.00

Acer Platamoides "Summershade" 4" Including all Labor, Materials, No Mulch	Three hundred and fifty dollars and no cents per each	350.00
Crushed Stone Mulch 3" Deep with Weed Control Material	One dollar and twenty-five cents per square foot	1.25
Sod	One dollar and sixty cents per square yard	1.60
Total Division II Bid	Fifteen thousand, six hundred and eighty-one dollars and twenty-five cents	$15,681.25
Total	One hundred and twenty-six thousand, nine hundred and sixteen dollars and twenty-five cents	$126,916.25

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

Original

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HUGUENARD/SCHENKEL, INC. as Principal, and the RELIANCE INSURANCE COMPANY ______________, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED AND TWENTY-SIX THOUSAND, NINE HUNDRED AND SIXTEEN DOLLARS AND TWENTY-FIVE CENTS ---------------------

($ 126,916.25-----------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 27 day of July, 19 83, enter into a contract with the City of Fort Wayne ~~to construct~~ XXXXXXXXXX

Improvement Resolution No. 5980-83

To improve by construction of Capital Improvements on Pontiac St. (John to Oliver) as follows:

DIVISION I: Construction of new curbs, sidewalks, wingwalks, drive approaches, miscellaneous storm sewers, and street light conduit. Also include furnishing and installing precast concrete benches and trash receptacles.

DIVISION II: Landscaping and plantings, including street trees, mulches, and accessory items.

This project shall also be known as PONTIAC STREET RENAISSANCE, PHASE II.

at a cost of $ 126,916.25----------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HUGUENARD/SCHENKEL, INC.
(Contractor)

BY: William L. Schenkel

ITS: Pre

ATTEST: Jean Huguenard

V-P
(Title)

RELIANCE INSURANCE COMPANY
Surety

*BY: Lois L. Harter
Authorized Agent Lois L. Harter
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---------------------- HUGUENARD/SCHENKEL, INC. ----------------------------------
(Name of Contractor)

---------------- 2100 Goshen Road, Suite 214, Ft. Wayne, Ind. 46808 --------------
(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and RELIANCE INSURANCE COMPANY
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND TWENTY-SIX THOUSAND, NINE HUNDRED AND SIXTEEN DOLLARS AND TWENTY-FIVE CENTS ------------------ for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 27 day of July, 19 83, for the construction of:

Improvement Resolution No. 5980-83

To improve by construction of Capital Improvements on Pontiac St. (John to Oliver) as follows:

DIVISION I: Construction of new curbs, sidewalks, wingwalks, drive approaches, miscellaneous storm sewers, and street light conduit. Also include furnishing and installing precast concrete benches and trash receptacles.

DIVISION II: Landscaping and plantings, including street trees, mulches, and accessory items.

This project shall also be known as PONTIAC STREET RENAISSANCE, PHASE II.

at a cost of ONE HUNDRED AND TWENTY-SIX THOUSAND, NINE HUNDRED AND SIXTEEN DOLLARS AND TWENTY-FIVE CENTS -- ($ 126,916.25------------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 21st day of July, 1983.

(SEAL)

ATTEST:

William L. Schenkel III
(Principal) Secretary

HUGUENARD/SCHENKEL, INC.
Principal
BY William L. Schenkel III
Pres./Sec.
(Title)

(Address)

Witness as to Principal

(Address)

RELIANCE INSURANCE COMPANY
Surety
BY Lois L. Harter
Attorney-in-Fact Lois L. Harter
(Authorized Agent)

Philadelphia, Pennsylvania

(Address)

Virginia I. Axson
Witness as to Surety
P.O. Box 11309
(Address)
Fort Wayne, In. 46857

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

BILL NO. S-83-08-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Huguenard/Schenkel, Inc., for Res. #5980-83-Capital Improvements on Pontiac Street

PRIOR APPROVAL RECEIVED 7/5/83

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN — Samuel J. Talarico

VICTURE L. SCRUGGS, VICE CHAIRMAN — Victure Scruggs

MARK E. GiaQUINTA — [signature]

PAUL M. BURNS — Paul M. Burns

ROY J. SCHOMBURG — Roy J. Schomburg

Concurred 8-23 S. Kennedy

6364

Admn. Appr.

TITLE OF ORDINANCE Res. 5980-83 - Capital Improvements on Pontiac Street

DEPARTMENT REQUESTING ORDINANCE Board of Public Works D-83-08-13

SYNOPSIS OF ORDINANCE Res. 5980-83 is for construction of Capital Improvements on Pontiac Street (John to Oliver) as follows: DIVISION I: Construction of new curbs, sidewalks, wingwalks, drive approaches, miscellaneous storm sewers, and street light conduit. Also include furnishing and installing precase concrete benches and trash receptacles. DIVISION II: Landscaping and plantings, including street trees, mulches and accessory items. This project shall also be known as PONTIAC STREET RENAISSANCE, PHASE II. Huguenard/Schenkel, Inc., Contractor

PRIOR APPROVAL RECEIVED 7/5/83

EFFECT OF PASSAGE Improvement of Pontiac St.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $126,916.25

ASSIGNED TO COMMITTEE